

BID OPENING

CITY OF SAN JOSE

OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk

2010 MAR 25 P 2:41

City Clerk
Time Stamp

TOTAL BASE BID 2,985,010

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, March 25, 2010

Project Manager: Ricardo Morales ~ 277.8149

2010 PROP 1B STREET RESURFACING PROJECT

BIDDER NAME: MCK SERVICES, INC

Bond ☒ Cashier's Check _____

Addendums Included () 1,2,3,4

Non-Collusion Affidavit

YES ☒ NO _____

YES ☒ NO _____

March 22, 2010

**ADDENDUM No. 4
For the
2010 PROP 1B STREET RESURFACING PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made to, and incorporated into the Plans and Specifications for the above project.

CHANGES IN PROJECT PLANS & SPECIFICATIONS:

- 1- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, NOTICE TO CONTRACTORS, page 5, FILING OF BIDS paragraph shall say:**

All proposals must be filed with the City Clerk of the City of San Jose, City Hall, 200 E. Santa Clara Street, Wing, 2nd Floor, San Jose, CA 95113, on or before 3:00 p.m. **Thursday, March 25, 2010** as set forth in the specifications. The City Clerk will publicly open and declare the aggregate bid of each bidder, at his/her office at 3:00 p.m.

- 2- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, BIDDER'S BOND, page 15 and 16.**

Replace page 15 and 16 with the attached BIDDER'S BOND.

- 3- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, SCHEDULE OF QUANTITIES, pages 12-13, 24-25, and 134-135.**

Replace pages 12-13, 24-25, and 134-135 with the attached SCHEDULE OF QUANTITIES.

- 4- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, TECHNICAL SPECIFICATIONS, Section 39-4 ASPHALT RUBBER CAPE SEAL, pages 67 - 81.**

Replace Section 39-4 ASPHALT RUBBER CAPE SEAL Pages 67 - 81 with the attached Section 39-4 ASPHALT RUBBER CAPE SEAL.

INSTRUCTIONS:

The **bidder must sign this addendum** in the space provided below and **return one signed copy with the bid**. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligations to include this addendum to the bid proposal.

APPROVED BY:



RENE CORDERO
Division Manager

MCK Services Inc.

Bidder's Name

Mil //

Signature and Title of Bidder

3/25/10

Date

March 9, 2010

**ADDENDUM No. 3
For the
2010 PROP 1B STREET RESURFACING PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made to, and incorporated into the Plans and Specifications for the above project.

CHANGES IN PROJECT PLANS & SPECIFICATIONS:

- 1- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, TECHNICAL SPECIFICATIONS, SECTION 19-2 GUTTER/WEDGE, CONFORM CUTS AND COLD PLANING AND SECTION 20A. CONSTRUCTION METHODS, pages 58-63.**

Replace SECTION 19. EARTHWORK AND SECTION 20A. CONSTRUCTION METHOD, pages 58-63, with the attached SECTION 19-2 GUTTER / WEDGE, CONFORM CUTS AND COLD PLANING.

- 2- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, SCHEDULE OF QUANTITIES, pages 12-13, 24-25, and 134-135 for Item No 8, Cold plane 0.10' (Revocable)**

Delete Description "Cold Plane 0.10' (Revocable) and Quantity value of 72,500" and Replace with "Cold Plane 0.20' (Revocable) and Quantity value of 33,200"

- 3- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, ESTIMATED QUANTITY TABLE, pages 138-139**

Replace ESTIMATED QUANTITY TABLE, pages 138-139, with the attached ESTIMATED QUANTITY TABLE.

This change supersedes Addendum No 2 item No 2.

4- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, Appendix A, Construction Details.

Add the attached Fabric limit Detail to Appendix A.

INSTRUCTIONS:

The **bidder must sign this addendum** in the space provided below and **return one signed copy with the bid**. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligations to include this addendum to the bid proposal.

APPROVED BY:



RENE CORDERO
Division Manager

MCK Services Inc.

Bidder's Name

[Handwritten Signature]

Signature and Title of Bidder

3/10/10

Date

March 2, 2010

**ADDENDUM No. 2
For the
2010 PROP 1B STREET RESURFACING PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made to, and incorporated into the Plans and Specifications for the above project.

CHANGES IN PROJECT PLANS & SPECIFICATIONS:

1- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, TECHNICAL SPECIFICATIONS, section 39-1, page 64, third paragraph shall say:

Asphalt concrete surface course (overlay) shall be placed in a compacted thickness of 2" (inches) as shown in the estimated quantity table.

2- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications, ESTIMATED QUANTITY TABLE, Pages 138 and 139

Replace pages 138 and 139 with the attached Estimated Quantity Table.

INSTRUCTIONS:

The **bidder must sign this addendum** in the space provided below and **return one signed copy with the bid**. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligations to include this addendum to the bid proposal.

APPROVED BY:

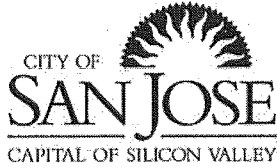


RENE CORDERO
Division Manager

MCK Services Inc.
Bidder's Name

[Handwritten Signature]
Signature and Title of Bidder

3/10/10
Date



Department of Transportation

February 26, 2010

**ADDENDUM No. 1
For the
2010 PROP 1B STREET RESURFACING PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made to, and incorporated into the Plans and Specifications for the above project.

CHANGES IN PROJECT PLANS & SPECIFICATIONS:

**1- On 2010 PROP 1B STREET RESURFACING PROJECT Specifications,
TECHNICAL SPECIFICATIONS , section 39-1A, page 65, paragraph shall say:**

39-1A ACCEPTANCE TESTING BY THE ENGINEERS - Quality control per Section 39 of the Standard Specification and the specific "S" value requirements for the hot mixed asphalt shall be enforced during paving production, not just during submittal and mix design process. City of San Jose Material Testing Laboratory personnel will sample the hot mixed asphalt on the job site and perform test in their laboratory to ensure the quality meets the requirements specified in the specification. Each sample taken will represent no more than 500 tons of hot mixed asphalt or one day's production, whichever is smaller.

Referee samples will be taken. In the event that asphalt material does not meet these specifications, a mutually agreed third party lab will be utilized as a referee per the Caltrans Quality Control/Quality Assurance Manual for Asphalt Concrete Production and Placement dated June 2002.

SAMI-R shall NOT be installed over the Dig-out area until the lab results of the hot mixed asphalt meets the requirement as specified in the Standard Specification.

INSTRUCTIONS:

The **bidder must sign this addendum** in the space provided below and **return one signed copy with the bid**. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligations to include this addendum to the bid proposal.

APPROVED BY:



RENE CORDERO
Division Manager

MCK Services Inc.

Bidder's Name



Signature and Title of Bidder

3/10/10

Date

BID DOCUMENTS

PROPOSAL

TO THE CITY OF SAN JOSE

FOR

2010 PROP 1B STREET RESURFACING PROJECT

Name of Bidder: MCK Services Inc.

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Transportation on February 11, 2010, entitled 2010 PROP 1B STREET RESURFACING PROJECT and the Specifications approved by the Director of Transportation on February 11, 2010 entitled 2010 PROP 1B STREET RESURFACING PROJECT on file in the office of the Director of Transportation of the City of San Jose at 1404 Mabury Road, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Transportation, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Transportation, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Transportation as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on page(s) 1A and 1B.

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are

partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

**SCHEDULE OF QUANTITIES
FOR
2010 PROP 1B STREET RESURFACING PROJECT**

Item	Description	Unit	Quantity	Unit Price	Extension
1	AC Surface Course - Type A Overlay	TON	11,400	85	969,000
2	Remove and Replace 6" AC Pavement	SY	29,000	30.30	878,700
3	Asphalt Rubber Chip Seal	SY	65,500	5.58	365,490
4	Slurry Seal (Type II)	SY	65,500	1.51	98,905
5	Remove and Replace PCC Curb and Gutters - (Revocable)	LF	4,000	33.75	135,000
6	Gutter Cut (6 feet)	LF	53,200	.40	21,280
7	Conform Cut	SF	18,600	.30	5,580
8	Cold Plane 0.20' (Revocable)	SF	33,200	3.35	111,220
9	Crack Filler (Revocable)	TON	8	3,000	24,000
10	Pavement Reinforcement Fabric	SY	75,600	1.95	147,420
11	Adjust or Install Monument Box to Grade (Revocable)	EA	91	245	22,295
12	Adjust Water Valve Box to Grade (Revocable)	EA	40	245	9,800
13	Adjust Manhole to Grade (Revocable)	EA	227	465	105,555
14	Inductive loop Replacement Type C (Revocable)	EA	2	1500	3,000
15	Reserve Police Officer for Traffic Control (\$52.00 Min. Per Hour) (Revocable)	HR	150	\$52.00	\$7,800.00
16	Grinding Existing Markings (Revocable)	SF	1,200	2	2,400
17	Remove Existing Raised Pavement Markers (Revocable)	EA	1,050	1	1,050
18	Install Type A or AY Raised Pavement Markers (Revocable)	EA	760	\$4	3,040
19	Install Type B,C,D,G,H or Blue Raised Pavement Marker (Revocable)	EA	298	\$5	1,490
20	Thermoplastic: Double yellow stripe (Revocable)	LF	2,200	\$1	2,200
21	Thermoplastic: 12" solid yellow stripe (Revocable)	LF	860	3.25	2,795

**SCHEDULE OF QUANTITIES
FOR
2010 PROP 1B STREET RESURFACING PROJECT**

22	Thermoplastic: 12" solid white stripe (Revocable)	LF	1,020	3.25	3,315
23	Thermoplastic: Traffic markings and Legends (Revocable)	SF	1,050	3.50	3,675
24	Compensation Adjustment for Price Index Fluctuation for Paving Asphalt (Binder)	CA	1	\$60,000.00	\$60,000.00

TOTAL \$

2,985,010.00

two million nine hundred eighty five thousand
and ten dollars

PAGE 1B

NONCOLLUSION AFFIDAVIT

Project Title: 2010 PROP 1B STREET RESURFACING PROJECT

_____, being first duly sworn, deposes and says

(print name of Company)

that he/she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on March 10, 2010

MCK Services Inc.

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 0369855188

Expiration Date: 8/15/10

State Contractor Lic. No.: 783116

Classification: A, C-12, C-32

Expiration Date: 8/31/10

Federal I. D. No.: 68-0403201

Address: P.O. Box 5697, Concord, CA 94524

By: _____

Title: President

Telephone: (925) 957-9200

NOTARY

On March 10th, 2010 before me, Ross Dielissen (Notary Public), personally appeared _____

(name and title of officer)

Mark Hazen

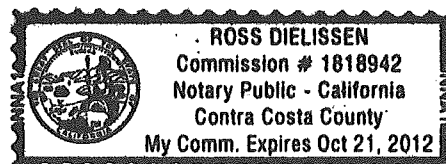
_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal, subscribed and sworn to before me.

Signature _____

(Seal)

Notary Public



BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, MCK Services, Inc. as PRINCIPAL, and
*, a corporation duly organized under the laws of the State of Maryland and duly
licensed to become sole surety on bonds required or authorized by the State of California, as SURETY,
are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of
TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named,
submitted by said Principal to the City of San Jose, for the work described below; for the payment of
which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall
the liability of the Surety hereunder exceed the sum of
DOLLARS (\$ 10% of the Total Amount Bid)

*Fidelity and Deposit Company of Maryland

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for
certain construction specifically described as follows, for which bids are to be opened in the Office of the
City Clerk, of the City of San Jose, at City Hall, 200 E. Santa Clara Street, 2nd Floor, Wing, San Jose,
California on March 25, 2010 for 2010 PROP 1B STREET RESURFACING PROJECT.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and; within the time and
manner required under the specifications, after the prescribed forms are presented to Principal for
signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a
Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies
with the City, all as required by the specifications and the contract or by law, then the obligation shall be
null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and
its bond shall be in no way impaired or affected by any extension of the time within which the Owner
may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety
shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed
by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 24th
day of March, 2010.

PRINCIPAL

SURETY

MCK Services, Inc.

Legal Company Name

Fidelity and Deposit Company of Maryland


Legal Company Name

Signed and Sealed March 24, 2010.

Indicate Type of Entity
MCK Services, Inc.

By 
Title: Mark Hazen,
President

Fidelity and Deposit Company of Maryland

By 
Title: David G Harris, Attorney in Fact

By _____
Title: _____

By _____
Title: _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

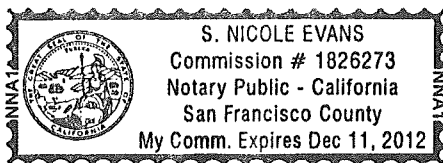
On March 24, 2010

before me, S. Nicole Evans, Notary Public

personally appeared-----David G Harris-----

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature

A handwritten signature in dark ink, appearing to be "S. Nicole Evans", written over a horizontal line.

Signature of Notary Public

Place Notary Seal Above

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

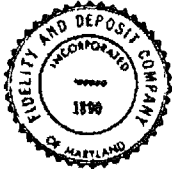
KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Stephanie WORDEN, David G. HARRIS and Kimberley ROMAN, all of Walnut Creek, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Stephanie WORDEN, David G. HARRIS, Jennifer E. DIRKING, Kimberley ROMAN, dated February 1, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of October, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

David S. Hewett

Gregory E. Murray Assistant Secretary

David S. Hewett

Vice President

State of Maryland }
City of Baltimore } ss:

On this 8th day of October, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 24th day of March, 2010.

Gerald F. Haley

Assistant Secretary

Signer(s) Other Than Named Above: N/A

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

*See attached Technical Ability
and Experience Statement*

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	BUSINESS LOCATION	PORTION OF WORK
San Jose Signal Elec Constr.	PO Box 611525 San Jose CA 95161	inductive loops replacement
Bond Blacktop Inc.	PO Box 6116 Union City, CA 94587	stump pull crack filler
I.S.S.	PO Box 4770 Modesto, CA 95352	asphalt rubber chip crack filler, slurry seal
Union City	2829 Saben St. Union City CA 94587	adjust utilities
Spurr Road City	11495 Vineyard Blvd Morgan Hill, CA 95037	pavement fabric
Telfor	PO Box 209 Martinez CA 94553	pavement reinforcement fabric
J.D. Partners Concrete	36612 Riviera Dr. Fremont, CA 94536	concrete
Rileys Striping Inc	PO Box 269 Union City CA 94587	striping, markers
Rosas Brothers	4731 Coliseum Way Oakland, CA 94601	Concrete

MCK Services, Inc.
P.O. Box 5697
Concord, CA 94524
925/957-9200 phone 925/957-9292 fax

Technical Ability and Experience Statement

City of San Jose
Various Streets Resurfacing and Rehabilitation Project
Contact: Ricardo Morales
Contract Price: \$8,077,777
Completed: In Progress

Alameda County
Pavement Rehabilitation of Redwood Road
Contact: Jeff Skoczen
Contract Price: \$1,353,548
Completed: In Progress

Town of Danville
Diablo Road Green Valley Road
Contact: Andy Mack
Contract Price: \$807,142
Completed: In Progress

City of Orinda
Charles Hill Rd/Honey Hill Rd/Miner Rd
Contact: Jaemin Park
Contract Price: \$317,261
Completed: February, 2010

City of Lafayette
Lafayette Pavement Management
Contact: Michael Moran
Contract Price: \$663,091
Completed: February, 2010

City of Benicia
2009 Street Resurfacing Project
Contact: Lee Cowles
Contract Price: \$592,375
Completed: January, 2010

City of Union City
2008-2009 Pavement Rehabilitation
Contact: Michael Renk
Contract Price: \$1,790,312
Completed: December, 2009

City of Martinez
Alhambra Avenue Paving Project
Contact: Joe Enke, 925/372-3500
Contract Price: \$559,343
Completed: July, 2009

City of Orinda
2008-2009 Pavement Rehabilitation
Contact: Greg Jacobs, 925/254-9525
Contract Price: \$837,153
Completed: June, 2009

Town of Danville
2007-08 Pavement Rehabilitation
Contact: Andy Mack, 925/314-3339
Contract Price: \$967,917
Completed: November, 2008

City of Brentwood
2008 Pavement Management Program
Contact: Anthony Salam, 925/516-5420
Contract Price: \$712,169
Completed: August, 2008

City of Orinda
2007-2008 Pavement Reconstruction
Contact: Greg Jacobs, 925/254-9525
Contract Price: \$912,175
Completed: June, 2008

City of Hercules
Pavement Resurfacing & Rehabilitation
Contact: Jeff Brown, 510/799-8252
Contract Price: \$1,000,000
Completed: March, 2008